

WHITE & CASE

1747 PENNSYLVANIA AVENUE N W  
WASHINGTON, D C

333 SOUTH HOPE STREET, LOS ANGELES

200 SOUTH BISCAYNE BOULEVARD, MIAMI

20 PLACE VENDÔME, PARIS

66 GRESHAM STREET, LONDON

BIRGER JARLSGATAN 14 STOCKHOLM

1155 AVENUE OF THE AMERICAS  
NEW YORK, NEW YORK 10036-2787

(212) 819-8200

FACSIMILE (212) 354-8113

TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO

15 QUEEN'S ROAD CENTRAL, HONG KONG

50 RAFFLES PLACE, SINGAPORE

CUMHURİYET CADDESİ 12/10, ISTANBUL

ZIYA UR RAHMAN CADDESİ 17/5, ANKARA

2013 WALI AL-AHD (P O BOX 2256), JEDDAH

DME: DL INTERSTATE COMMERCE COMMISSION

JUN 20 1990 4:11 PM

June 20, 1990

Office of the Secretary  
Recordation Unit  
Room 2303  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, DC 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are one original and one certified true copy of each of the documents described below, to be recorded pursuant to § 11303 of Title 49 of the U.S. Code.

The first document, Lease Agreement, dated as of May 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, NJ 07092

Coal Supply Corporation  
45 Cardinal Drive  
Westfield, NJ 07092

The second document, Lease Assignment, dated as of May 1, 1990, is a secondary document. The primary document to which this is connected is the Lease Agreement, listed above. The names and addresses of the parties to such document are as follows:

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115

Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, NJ 07092

We request that this Lease Assignment be cross-indexed.

The third document, Assignment, Assumption, Acknowledgment, and Agreement, dated as of May 1, 1990, is a secondary document. The primary document to which this is connected is the Lease Agreement, listed above. The names and addresses of the parties to such documents are as follows:

Consumers Power Company  
212 West Michigan Avenue  
Jackson, MI 49201

Coal Supply Corporation  
45 Cardinal Drive  
Westfield, NJ 07092

Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, NJ 07092

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115

We request that this Assignment, Assumption, Acknowledgment, and Agreement be cross-indexed.

The fourth document, Trust Indenture, Mortgage and Security Agreement, dated as of May 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Connell Finance Company, Inc.  
45 Cardinal Drive  
Westfield, NJ 07092

The Connecticut Bank and Trust Company,  
National Association  
One Constitution Plaza  
Hartford, CT 06115

The fifth document, Memorandum of Coal Supply Service Agreement, dated as of May 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Coal Supply Corporation  
45 Cardinal Drive  
Westfield, NJ 07092

Consumers Power Company  
212 West Michigan Avenue  
Jackson, MI 49201

The sixth document, Memorandum of Coal Supply Service Agreement Supplement No. 1, dated June 20, 1990, is a secondary document. The primary document to which this is connected is the Memorandum of Coal Supply Service Agreement, listed above. The names and addresses of the parties to such document are as follows:

Coal Supply Corporation  
45 Cardinal Drive  
Westfield, NJ 07092

Consumers Power Company  
212 West Michigan Avenue  
Jackson, MI 49201

A description of the equipment covered by each of these documents follows: 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers CSCX 3001-3190 (inclusive).

A filing fee of \$90 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

Lease Agreement dated as of May 1, 1990 between Connell Finance Company, Inc., as Lessor, and Coal Supply Corporation, as Lessee, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers CSCX 3001-3190 (inclusive).

Lease Assignment dated as of May 1, 1990 between The Connecticut Bank and Trust Company, National Association, as Assignee, and Connell Finance Company, Inc., as Assignor, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars and connected to Lease Agreement dated as of May 1, 1990 between Connell Finance Company, Inc., as Lessor, and Coal Supply Corporation, as Lessee, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

Assignment, Assumption, Acknowledgment, and Agreement dated as of May 1, 1990 among Consumers Power Company, Inc., Coal Supply Corporation and The Connecticut Bank and Trust Company, National Association, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

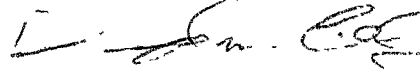
Trust Indenture, Mortgage and Security Agreement dated as of May 1, 1990 between Connell Finance Company, Inc., as Owner, and The Connecticut Bank and Trust Company, National Association, as Trustee, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

Memorandum of Coal Supply Service Agreement dated as of May 1, 1990 between Coal Supply Corporation, as Contractor, and Consumers Power Company, as Customer, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive).

Memorandum of Coal Supply Service Agreement Supplement No. 1 dated June 20, 1990 between Coal Supply Corporation, as Contractor, and Consumers Power Company, as Customer, covering 190 110-Ton Aluminum/Steel BethGon Coalporter Cars, Serial Numbers 3001-3190 (inclusive), and connected to Coal Supply Service Agreement entered into as of May 1, 1990

between Coal Supply Corporation, as Contractor, and  
Consumers Power Company, as Customer.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David M. Eisenberg", written over a horizontal line.

David M. Eisenberg

Enclosures

cc: J. Truman Bidwell, Jr., Esq.  
Donna M. Mazzaferro, Esq.

JUN 20 1990 -2:30 PM

## INTERSTATE COMMERCE COMMISSION

LEASE ASSIGNMENT dated as of May 1, 1990, between CONNELL FINANCE COMPANY, INC., a New Jersey corporation (hereinafter called the Assignor), and THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as trustee under the Indenture defined below (hereinafter called the Assignee).

WHEREAS the Assignor and Coal Supply Corporation (hereinafter called the Lessee) have entered into a Lease Agreement dated as of May 1, 1990, and a supplement thereto (hereinafter collectively called the Lease) covering 190 110-ton BethGon Coalporter gondola cars, bearing the road numbers of Coal Supply Corporation CSCX 3001 through CSCX 3190;

WHEREAS the Assignor and the Assignee are entering into a Trust Indenture, Mortgage, and Security Agreement dated as of the date hereof (hereinafter called the Indenture); and

WHEREAS, in order to finance the purchase price of the Equipment, promissory notes are to be issued by the Assignor pursuant to the Indenture.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. As an inducement to the Assignee to enter into the Indenture, and as an inducement for purchasers of the promissory notes issued under the Indenture so to purchase such promissory notes, the Assignor hereby assigns, transfers, and sets over to the Assignee, its successors and assigns, subject to the terms and conditions set forth in the Indenture, all of the right, title, and interest of the Assignor in and to the Lease and the immediate and continuing right to receive and apply all rents due and to become due thereunder, as security for the obligations of the Assignor under the Indenture and said promissory notes.

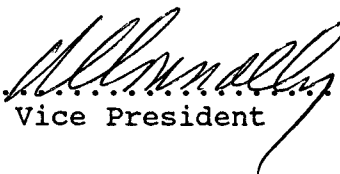
2. The terms of this assignment are set forth in the Indenture, and reference is made thereto for the rights, duties, benefits, and obligations arising under this assignment. This instrument is being entered into solely to show for the public record the assignment contemplated hereby and by the Indenture, which Indenture is being simultaneously filed and recorded herewith pursuant to section 11303 of the Transportation Code of the United States.

3. This assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.

4. Although this assignment is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth in the notaries' acknowledgments hereto annexed, and this assignment shall be effective on the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have each caused this assignment to be duly executed by their respective officers thereunto duly authorized:

CONNELL FINANCE COMPANY, INC.

by   
Vice President

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as trustee under the Indenture

by .....  
Vice President

4. Although this assignment is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth in the notaries' acknowledgments hereto annexed, and this assignment shall be effective on the latest of such dates.

IN WITNESS WHEREOF, the parties hereto have each caused this assignment to be duly executed by their respective officers thereunto duly authorized:

CONNELL FINANCE COMPANY, INC.

by .....  
Vice President

THE CONNECTICUT BANK AND TRUST  
COMPANY, NATIONAL ASSOCIATION,  
as trustee under the Indenture

by .....  
Vice President



STATE OF NEW JERSEY )  
 )  
COUNTY OF UNION ) SS.:

On this 19<sup>th</sup> day of June, 1990, before me personally appeared R.C. Connolly, to me personally known, who, by me being duly sworn, says that he is a Vice President of CONNELL FINANCE COMPANY, INC., and that foregoing instrument was signed on behalf of said company by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

My commission expires

*Rosalie M. Fleming*  
Notary Public  
ROSALIE M. FLEMING  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 13, 1995

STATE OF CONNECTICUT )  
 )  
COUNTY OF HARTFORD ) SS.:

On this            day of June, 1990, before me personally appeared           , to me personally known, who, by me being duly sworn, says that he is a Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said association by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

.....  
Notary Public

My commission expires

STATE OF NEW JERSEY       )  
                                  )  
COUNTY OF UNION           )       SS.:

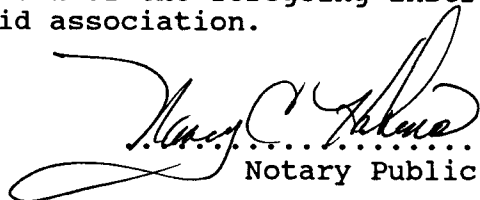
On this            day of June, 1990, before me personally appeared            , to me personally known, who, by me being duly sworn, says that he is a Vice President of CONNELL FINANCE COMPANY, INC., and that foregoing instrument was signed on behalf of said company by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

.....  
Notary Public

My commission expires

STATE OF CONNECTICUT       )  
                                  )  
COUNTY OF HARTFORD        )       SS.:

On this 18<sup>th</sup> day of June, 1990, before me personally appeared Lese Amato, to me personally known, who, by me being duly sworn, says that he is a Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said association by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

  
.....  
Notary Public

My commission expires

NANCY C. HOSKINS  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1992